pend upon its own facts".—*Washington-Virginia Ry. Co.* v. *Real Estate Co.*, 238 U. S. 185. In the former case a railroad which did not run east of Illinois was held to be doing business in New York by reason of its having an office there for soliciting freight and adjusting claims. In the latter case a railroad company which operated its lines exclusively outside the state was held to be doing business within it because it maintained a part-time office there for its president, treasurer and bookkeeper, and transferred stock at that office. On the other hand, the Chicago, Burlington & Quincy Railway Company, which had no line east of Chicago, but maintained an office and an agent for soliciting freight and passenger traffic, with a force of clerks, in the City of Philadelphia, was held not to be doing business there so as to be subject to personal service of summons. *Green* v. *Chicago, B. & Q. Ry. Co.*, 205 U. S. 530. See also *People's Tobacco Co.* v. *Am. Tobacco Co.*, 246 U. S. 79, Ann. Cas. 1918 C, 537, note p. 539.

CRIMINAL LAW—COMBINATIONS IN RESTRAINT OF TRADE.—Defendant was indicted for creating and engaging in a combination to maintain the resale price of products which it manufactured, in contravention of the Sherman Anti-trust Act. The method of procedure charged was, in the main, that the defendant urged its distributing dealers not to resell below a stated price, and refused to sell to dealers who did not obey these promptings. *Held*, that the indictment stated no crime. *United States* v. *Colgate and Co.* (D. C., E. D. Va., 1918), 253 Fed. 522.

There was no evidence that the defendant was acting in concert with other manufacturers to maintain prices. The only combination or conspiracy alleged was based upon the acts of the defendant and its distributing customers. It has been indisputably settled that a contract which is part of a system to maintain the resale price of articles in interstate commerce is illegal, as a restraint of trade. *Boston Store* v. *American Graphophone Co.*, 246 U. S. 8; *Ford Motor Co.* v. *Union Motor Co.*, 244 Fed. 156; *Hill Co.* v. *Gray and Worcester*, 163 Mich. 12; 38 U. S. Stat. 730. *Contra, Ingersoll and Bro.* v. *Hahne and Co.*, 88 N. J. Eq. 222. Even a patentee, if he sells the embodiments of his invention at all, can not limit their resale price; public policy requires him in this respect to open his monopoly completely or not at all. *Bauer* v. *O'Donnell*, 229 U. S. 1; *Straus* v. *Victor Talking Mach. Co.*, 243 U. S. 490; *Motion Picture Co.* v. *Universal Picture Co.*, 243 U. S. 502. The contracts of the defendant in this case would, therefore, have been illegal, in the sense of being unenforcible. The decision that the defendant's acts were not indictable is based on two grounds. One is, that the manufacturer of an article may sell it, "with the understanding that such customer will resell only at an agreed price" and may refuse to sell to those who do not conform to such an understanding, without incurring any criminal liability. The other is, that "no averment is made of any contract or agreement having been entered into whereby the defendant, the manufacturer, and his customers bound themselves to enhance and maintain prices, further than is involved in the circumstance that the manufacturer, the defendant here, refused

to sell to persons who would not resell at indicated prices, and that certain retailers made purchases on this condition, whereas, inferentially, others declined so to do".

DAMAGES—LOSS OF PUBLICITY.—Defendants entered into a contract whereby they engaged the plaintiff, a music-hall artiste, to perform at their music-hall for specified periods in four successive years at a weekly salary. The music-hall was a famous place of amusement and a successful engagement there added to the reputation of the performer. The defendants repudiated this contract. *Held,* "damages for loss of publicity were not recoverable in law." *Turpin* v. *Victoria Palace, Limited* [1918], 2 K. B. 539.

This case involves two points that have given the courts a great deal of trouble and in the decision of which they have been very cautious in their advance into an uncharted field. In the earlier English and American cases the courts refused to allow the recovery for the loss of a chance. In *Pierson* v. *Post,* (1805), 3 Caines N. Y. 75, the court said the plaintiff who had almost caught a fox, but was deprived of this good chance by defendant killing and appropriating the fox, had no cause of action and this, too, although the action was in case. This has been generally assumed to mean that a "chance" was not "property" for the loss of which an action would lie. It was not until quite recently, *Chaplin* v. *Hicks* [1911], 2 K. B. 793, that the court decided that to take away from the plaintiff an "opportunity" to compete for a prize "deprived the plaintiff of something that had monetary value" and thus gave a right of action. In *Bunning* v. *Lyric Theatre,* (1894), 71 L. T. 396, there was an express stipulation to advertise the plaintiff daily. In *Marcus* v. *Myer* (1895), 11 Times L. R., the defendants had contracted to insert an advertisement in a particular place in their newspaper. Plaintiff recovered substantial damages in either case, the rule of certainty in the measure of damage not being allowed to interfere with the exercise by the jury of its discretion on the evidence available. In the instant case the court did not call into question the property right established in *Chaplin* v. *Hicks,* but distinguished *Bunning* v. *Lyric Theatre* and *Marcus* v. *Myer* by the terms of the contracts, there being no evidence in the principal case that damages for loss of publicity were within the contemplation of the parties, and that to allow a recovery would "involve a dangerous extension of the right to damages."

DEATH—ACTION UNDER DEATH ACT—CONSTRUCTION OF STATUTES.—While in D's employ, and due to D's negligence, deceased sustained injuries which caused his death ten years afterwards. P, his widow, sued therefor under the Death Act of Pennsylvania, which provided that whenever death is caused by "unlawful violence or negligence", and no suit is brought by the deceased during his life, his widow or representative may sue and recover for the death thus occasioned. *Held,* P could recover, even though an action by the deceased had been barred by the statute of limitations. *Western Union Telegraph Co.* v. *Preston,* (C. C. A., 3rd Circ., 1918), 254 Fed. 229.

It is unquestionably the purpose of the Death Acts to change the common law rule that a personal action dies with the person. See TIFFANY, DEATH